

EXHIBIT A

WHEELER DIULIO & BARNABEI, P.C.

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Attorney for Plaintiff

WESTECUNK DUCK CLUB LLC
75 Wynnewood Drive
Freehold, NJ 07728

vs.

KINGSTON INSURANCE COMPANY
15 Joys Lane
Kingston, NY 12401

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION

OCEAN COUNTY

DOCKET NO.

**CIVIL ACTION COMPLAINT,
DESIGNATION OF TRIAL COUNSEL
AND JURY DEMAND**

Plaintiff, Westecunk Duck Club LLC doing business at 75 Wynnewood Drive, Freehold, NJ 07728, by way of Complaint against the Defendant, Kingston Insurance Company, says:

FIRST COUNT

1. At all times referred to herein, Defendant, Kingston Insurance Company, is a business duly organized and existing which is licensed to issue policies of insurance in the State of New Jersey and maintains a place of business located at 15 Joys Lane, Kingston, NY 12401.

2. Defendant, in its regular course of business, issued to Plaintiff a policy of insurance covering Plaintiff's premises located at 336 Dock Road, West Creek, NJ 08092. A copy of the Policy is not in Plaintiff's possession, but a copy of same is believed to be in Defendant's care, custody and control.

3. On or about 1/9/2024, while said policy of insurance was in full force and effect, Plaintiff suffered direct physical loss to the insured premises.

4. Notice of this covered loss was given to Defendant in a prompt and timely manner, and Plaintiff has done and otherwise performed all things required of Plaintiff under the policy of insurance issued by Defendant.

5. Defendant, despite demand for benefits under its policy of insurance, has failed and refused to pay to Plaintiff those benefits due and owing under said policy of insurance.

6. Defendant has breached its contractual obligations to pay benefits to Plaintiff for a loss covered under Defendant's policy of insurance.

7. Solely as a result of Defendant's failure and refusal to pay benefits to Plaintiff as required under the aforesaid policy of insurance, Plaintiff has suffered loss and damage to the property, forcing expenses to be incurred to repair and replace the damaged property.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages, costs of suit, and such other relief as the Court may deem equitable and just.

SECOND COUNT

1. Plaintiff repeats and re-alleges each and every allegation of the First Count as if stated herein at length.

2. The above-named breach of contract is a result of Defendant's reckless disregard for the rights of Plaintiff and breach of its duty of good faith and fair dealing to the Plaintiff in processing this homeowner claim.

3. As a result of Defendant's bad faith misconduct, Plaintiff has incurred losses and expenses, including but not limited to, any and all expenses incurred by the Plaintiff as a result of filing this litigation, including attorney's fees.

WHEREFORE, Plaintiff demands judgment against Defendant for punitive damages plus all damages stemming from Defendant's negligence; for cost and interest of suit; for attorney's fees; and for such other relief as the Court may deem equitable and just.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Anthony DiUlio, Esquire, is hereby designated as trial counsel in the above-captioned litigation on behalf of the firm of Wheeler, DiUlio & Barnabei, P.C.

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury on all the issues so triable herein.

CERTIFICATION PURSUANT TO RULE 4:51

The matter in controversy is not the subject of any other action pending in any other Court. There are no pending arbitration proceedings. No other action or arbitration proceedings are contemplated. No non-party is known who would be subject to joinder because of potential liability.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

WHEELER, DIULIO & BARNABEI, P.C.

BY: /s/ Frank Hosking III
FRANK HOSKING III, ESQUIRE
Attorney for Plaintiff

Civil Case Information Statement

Case Details: OCEAN | Civil Part Docket# L-001883-24

Case Caption: WESTECUNK DUCK CLUB, LLC VS KINGSTON INSURANCE
Case Initiation Date: 07/24/2024
Attorney Name: FRANK WILLIAM HOSKING III
Firm Name: WHEELER, DIULIO & BARNABEI, PC
Address: 1650 ARCH ST. STE 2200 PHILADELPHIA PA 19103
Phone: 2155682900
Name of Party: PLAINTIFF : Westecunk Duck Club, LLC
Name of Defendant's Primary Insurance Company
(if known): Unknown

Case Type: CONTRACT/COMMERCIAL TRANSACTION
Document Type: Complaint with Jury Demand
Jury Demand: YES - 12 JURORS
Is this a professional malpractice case? NO
Related cases pending: NO
If yes, list docket numbers:
Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO
Does this case involve claims related to COVID-19? NO
Are sexual abuse claims alleged by: Westecunk Duck Club, LLC?
NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Business

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO Title 59? NO Consumer Fraud? NO Medical Debt Claim? NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b)

07/24/2024
Dated

/s/ FRANK WILLIAM HOSKING III
Signed

